

**AMENDED
SUBGRANT CONTRACT
BETWEEN
LEON COUNTY, FLORIDA
AND
ICF EMERGENCY MANAGEMENT SERVICES, LLC**

THIS CONTRACT is made by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and ICF Emergency Management Services, LLC 9300 Lee Highway Fairfax, Virginia 22031 (hereinafter referred to as ICF).

WHEREAS, ICF represents that it is fully qualified and eligible to receive federal grant funds in order to develop the identified Continuity of Operations (COOP) Plans, Terrorism Annex, Comprehensive Emergency Management Plan and conduct an exercise to test these plans, for Leon County; and

WHEREAS, the COUNTY will receive certain grant funds from the State of Florida, Department of Community Affairs, and will disburse certain funds to ICF upon the terms and conditions hereinafter set forth and upon the terms and conditions as set forth in the attached ICF proposal and according to the Federally Funded Subgrant Agreement executed between the COUNTY and the State of Florida, Department of Community Affairs, Contract No.: 05DS-04-02-47-01- CFDA Number: 97.004 (hereinafter referred to as the DCA/COUNTY Agreement); and

WHEREAS, the COUNTY has the authority pursuant to Florida law to subcontract and disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other as follows:

SECTION ONE: TERM

- 1.1 The term of this Contract shall commence as of the last date of execution by the parties hereto, and end on September 30, 2005, unless earlier terminated as provided for elsewhere in this Agreement.

SECTION TWO: NOTICE

- 2.1 The COUNTY and ICF agree that the following individual shall be the Contract Manager and all notices, communications, written or oral, relating to the requirements or obligations of this Contract shall be delivered personally or by registered or certified mail, addressed as follows:

Richard R. Smith, Director
Division of Emergency Management
Leon County Sheriff's Office
535 Appleyard Drive
Tallahassee, Florida 32304
Telephone No.: (850) 488-5921
Fax No.: (850) 487-3770
E-Mail Address: richard@mail.co.leon.fl.us

- 2.2 The COUNTY and ICF agree that the Project Officer for this Contract shall be:

Robby Powers, Emergency Management Coordinator
Division of Emergency Management
Leon County Sheriff's Office
535 Appleyard Drive
Tallahassee, Florida 32304
Telephone No.: (850) 488-5921
Fax No.: (850) 487-3770
E-Mail Address: robby@mail.co.leon.fl.us

- 2.3 The COUNTY and ICF agree that the following individual shall be ICF's Representative regarding this Sub-Contract and all notices shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

Mr. Gregg Dawkins, Project Manager
ICF Emergency Management Services, LLC
9300 Lee Highway
Fairfax, Virginia 22031
E-Mail Address: Gdawkins@icfconsulting.com

- 2.4 The Contract Manager shall be designated as the administrator for this Contract for the purpose of acting as the COUNTY'S representative with respect to questions regarding this Contract. The Contract Manager shall have the authority to transmit instructions, receive information and communicate the COUNTY'S policies to ICF. He shall also examine all reports and other documents presented by ICF and render in writing any decision pertaining thereto within a reasonable time so as not to delay ICF. All services shall be performed by ICF to the satisfaction of the Contract Manager.

SECTION THREE: PARTIES TO THIS CONTRACT

- 3.1 All references to the COUNTY for purposes of this Contract shall mean Leon County, Florida or its designee.
- 3.2 All references to ICF for purposes of this Contract shall mean ICF, its staff and persons identified in ICF proposal attached.

SECTION FOUR: SCOPE OF SERVICES - COUNTY

- 4.1 The COUNTY agrees to disburse to ICF funds in an amount not to exceed the following by category in accordance with the terms and conditions as contained in this contract and ICF proposal attached.

Local Planning	Local Exercises
\$101,563.85	\$20,088.75
Total contract in the amount of: \$121,652.60	

- 4.2 The COUNTY agrees that the portion of the payment not to exceed the amount by category as identified in 4.1, which has been received by the COUNTY from the State of Florida, Department of Community Affairs, to be disbursed to ICF, shall be made within thirty (30) days of receipt, upon approval by the Contract Manager that the COOP plans developed met the Department of Community Affairs criteria.

SECTION FIVE: SCOPE OF SERVICES - ICF

- 5.1 ICF agrees to perform in accordance with reasonable professional standards and carry out in a satisfactory and proper manner as determined by the COUNTY the services and obligations in accordance with the plan set forth in the DCA/COUNTY Agreement and to abide by all applicable terms, conditions and requirements as contained in said Agreement, attached hereto and expressly made a part of this Contract.
- 5.2 ICF agrees to complete and submit to the COUNTY all required documents as required by and outlined in the DCA/COUNTY Agreement. Such documents shall be provided to the Contract Manager.
- 5.3 ICF agrees that the Contract Manager shall be a member of any committees created or tasked to develop local plans, exercises and training.
- 5.4 ICF agrees to submit to the COUNTY a quarterly report of activities and as described in reporting requirements for local planning, exercise and training, within five (5) working days of the established ending dates for each reporting period (May 30, 2005, July 30, 2005, September 30, 2005 and a close out report November 20, 2005), which shall allow the COUNTY to compile and submit its reports to the State of Florida, Department of Community Affairs.
- 5.5 ICF agrees that it and any subcontractors used by ICF is bound by all applicable state and federal laws and regulations.
- 5.6 Should ICF subcontract any or all of the work required under this Contract, ICF agrees to provide the Contract Manager with a copy of the executed subcontract within twenty-five (25) days after execution of the subcontract.
- 5.7 ICF agrees that nothing in this Contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship for purposes of employment law, nor shall ICF's status, actions or omissions be construed as creating any such special relationships with the COUNTY.
- 5.8 **Local Planning Category Scope of Work:** ICF agrees to conduct two (2) meetings a (kick off and completion), providing drinks and snacks, conduct one on one meetings or conference calls as necessary with agencies while updating the Continuity of Operations Plans (COOP) for the following agencies and ensure the all COOP plans developed meet requirements outlined in attachment #1 on page 23 (6. Local Planning 1.a, 2. a) and make any minor changes requested:

Leon County Emergency Management	Leon County 9-1-1
Leon County Sheriff's Office	American Red Cross
Leon County Public Works	Emergency Medical Services
Leon County Management Information Services	Leon County Department of Community Development

Leon County Health Department	Leon County Administration
Leon County Property Appraiser	Leon County Attorney
Leon County Tax Collector	

Minor updates shall mean: corrections in format, small rewrites of sections, titles, responsibilities, organization. No major updates meaning; redoing surveys, or rewriting the entire document. ICF shall provide the above agencies a compact disk of their agencies update and a compact disk of all updates and new COOP plans to Leon County Management Information Services and Leon County Sheriff's Office. Division of Emergency Management.

- 5.9 Develop a new continuity of operations plan for, Leon County Department of Management Services. Conduct a pre development meeting, a completion meeting and meetings or conference calls as necessary to complete the project. Provide a bound and tabbed hardcopy and a compact disk to the agency. Meet the requirements outlined in attachment #1 on page 23 (6. Local Planning 1.a, 2. a)
- 5.10 Update the Leon County Terrorism Annex, with minor revisions and ensure the annex meets the requirements outlined in attachment #1 on page 23 (6. Local Planning 1.b, 2. b.). Conduct a pre-development and completion meeting with all agencies identified in the annex to present the annex. Provide a bound and tabbed hardcopy of the Terrorism Annex and a compact disk to each agency listed in the annex as a response agency and five (5) extra copies to Leon County Sheriff's Office, Division of Emergency Management.
- 5.11 Update the Leon County Comprehensive Emergency Management Plan to meet requirements outlined in attachment #1 on page 23 (6. Local Planning 1.d, 2. c.). Conduct at a minimum of three (3) meetings with all agencies identified in the current plan, a pre planning meeting, a mid project meeting and a completion meeting and telephone and e-mail conversations as necessary. Deliverables to include: twenty (20) bound and tabbed hardcopies, approximately 100 pages, of the Basic Plan; two (2) bound and tabbed hardcopies, 170-200 pages, of the Emergency Support Functions (ESF); two (2) bound and tabbed hardcopies, approximately 30 pages, of the map book; and, twenty (20) compact disks to include the Basic Plan, ESF's, and the map book.
- 5.12 **Local Exercises Category Scope of Work:** ICF agrees to conduct two (2) table top exercises, which involve Leon County and the City of Tallahassee key emergency response personnel. ICF shall provide lunch for both exercises. ICF will ensure the exercises meet the requirements outlined in attachment #1 on page 25 (57. Local Exercises 1 a., b.1.a). The exercises can be combined with the last meeting for the CEMP/COOP and Terrorism Annex for a one day event, and an after action report is to be developed for each.
- 5.13 All meeting facilities, including those for the two tabletop exercises, shall be for up to 60 participants per meeting/exercise, pre registration for the class will be required for accurate counts. Meeting facilities will be discussed and approved by the Contract Manager. ICF will coordinate the pre-registration, and provide the Contract Manager copies of the registration lists and sign-in list for each training session. Contract Manager will provide support for the notification of the exercises and registration via e-mails.

SECTION SIX: TERMINATION

- 6.1 Either party may terminate this Contract without cause by giving the other party no less than thirty (30) days prior written notice of such termination. No penalties shall accrue for such early termination.

- 6.2 In the event ICF materially defaults in the performance of any of its obligations hereunder and does not cure such default with fifteen (15) days following written notice thereof from the COUNTY, the COUNTY shall have the right to thereafter immediately terminate this Contract. Such cure period shall not apply to any default that creates an imminent threat to public health or safety, as determined by the COUNTY.

SECTION SEVEN: INDEMNIFICATION AND HOLD HARMLESS

- 7.1 The COUNTY and ICF each agree to indemnify and hold the other harmless from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Contract by the breaching party, its officials, officers, or employees, or due to any act or occurrence of omission or commission of such breaching party, its officials, officers, or employees, including but not limited to costs and a reasonable attorney's fee. The non-breaching party may at its sole option, defend itself or allow the breaching party to provide the defense. Neither the COUNTY nor ICF shall be deemed to assume any liability for the acts, omissions to act or negligence of the other parties, their officials, officers, or employees. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of either party beyond such limits.
- 7.2 Notwithstanding other provisions of this Section (Seven), the COUNTY has no obligation to provide legal counsel or a legal defense to ICF in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against ICF as a result of or relating to City's duties, obligations and performance pursuant to this Agreement. The COUNTY has no obligation for the payment of any judgment or the settlement of any claims made against ICF as a result of or relating to ICF's obligations, duties and performance pursuant to this Agreement.
- 7.3 ICF agrees to hold the State of Florida, Department of Community Affairs and Leon County, harmless against all claims whatever nature arising out its performance of work under this Contract, to the extent allowed and required by law. In no event shall ICF's liability in connection with this agreement exceed the amounts paid to ICF hereunder.
- 7.4 Should ICF subcontract any or all of the work required under this Contract, ICF agrees to include in the Subcontract that the subcontractor shall hold the COUNTY harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed and required by law.

SECTION EIGHT: MISCELLANEOUS

- 8.1 ICF shall not assign this Contract to any other individual or entity without the express written consent of the COUNTY.
- 8.2 In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the

prevailing party in any legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.

- 8.3 A waiver by either party of a breach or violation of any provision of this Contract shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 8.4 In the event any provision of this Contract is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.
- 8.5 The performance by each party of any of its obligations under this Contract shall be subject to and contingent upon the availability of funds budgeted by the State of Florida, Department of Community Affairs or otherwise lawfully expendable for the purposes of this Contract for the current and future periods.
- 8.6 This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the court of proper jurisdiction in and for Leon County, Florida.
- 8.7 This Contract and the terms and conditions contained in the DCA/COUNTY Agreement constitute the entire agreement between the COUNTY and ICF, and is intended as a complete and exclusive statement of the promises and agreements that have been made in connection with the subject hereof. No modifications or amendments to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 8.8 Independent Contractor Status: The parties acknowledge that ICF is an independent contractor and that all decisions not approved by the COUNTY or Contract Manager will be the sole responsibility of ICF. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which ICF, its employees, agents, assignees or its subcontractors perform hereunder.

SECTION NINE: **DOCUMENT(S) COMPRISING CONTRACT**

- 9.1 This Contract shall include the DCA/COUNTY Agreement which is incorporated herein by reference and its terms and conditions are expressly made a part of this Contract:
- 9.2 The DCA/COUNTY Agreement includes the following attachments:

Exhibit 1 – Federal Funded Subgrant Agreement
Attachment A - Milestones and Payments to ICF

All referenced documents shall be attached and included with this Contract and shall be made a part hereof.

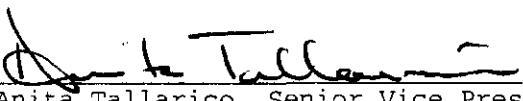
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

LEON COUNTY, FLORIDA

By: _____
Cliff ThaeLL, Chairman
Board of County Commissioners

Date: _____

ICF EMERGENCY MANAGEMENT SERVICES, LLC

By: 
Anita Tallarico, Senior Vice President
ICF

Date: 3-25-05

FEID: 59-6000708

Attest:
Bob Inzer
Clerk of the Court
Leon County, Florida

By: _____

Approved as to form:
Leon County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

Attachment A

Milestone and Payment Schedule

This agreement is a fixed price contract to perform scope of work as defined in Section 5 of this agreement. The total Fixed Price amount of **\$121,652.60** will be paid based on the following schedule:

Task 1:

Conduct pre-plan development meetings:

- Conduct one pre-plan revision development meeting with each agency identified in Section 5.8 of the contract for which Continuity of Operations Plans were developed in 2003-2004;
- Conduct one pre-plan development meeting for the Department of Management Services Continuity of Operations Plan (to include key personnel within the Dept. of Management Services and other key stakeholders);
- Conduct one pre-plan revision development meeting for the Leon County Terrorism Annex (to include all agencies identified in the Terrorism Annex);
- Conduct one pre-plan revision development meeting for the Leon County Comprehensive Emergency Management Plan (to include all agencies identified in the current Plan).

Conduct ongoing technical assistance via telephone and e-mail as required with all agencies referenced above.

Provide progress report detailing completion of Task 1 and invoice in the amount of **\$36,495.78** estimated to be completed on **May 30, 2005**

Task 2:

Provide DRAFT electronic versions of the following:

- Leon County Comprehensive Emergency Management Plan revisions;
- Continuity of Operations Plan revisions for each of the agencies listed under Section 5.8 of the contract;

- Leon County Department of Management Services Continuity of Operations Plan;
- Leon County Terrorism Annex revisions

Conduct one mid-term plan revision development meeting for the Leon County Comprehensive Emergency Management Plan (to include all agencies identified in the current Plan).

Conduct ongoing technical assistance via telephone and e-mail as required with all agencies referenced above.

Provide progress report detailing completion of Task 2 an invoice in the amount of **\$36,495.78** estimated to be completed on **July 30, 2005**.

Task 3:

Conduct final plan development meetings:

- Conduct one final plan revision development meeting with each agency identified in Section 5.8 of the contract for which Continuity of Operations Plans were developed in 2003-2004;
- Conduct one final plan development meeting for the Department of Management Services Continuity of Operations Plan (to include key personnel within the Dept. of Management Services and other key stakeholders);
- Conduct one final plan revision development meeting for the Leon County Terrorism Annex (to include all agencies identified in the Terrorism Annex);
- Conduct one final plan revision development meeting for the Leon County Comprehensive Emergency Management Plan (to include all agencies identified in the current Plan).

Conduct ongoing technical assistance via telephone and e-mail as required with all agencies referenced above.

Conduct two tabletop exercises. As stated in Section 5.13 of the contract, the tabletop exercises may be combined with the CEMP/COOP and Terrorism Annex final meetings for a one-day event.

Develop and provide after action reports for each of the tabletop exercises.

Provide FINAL drafts of plans for following:

- Leon County Comprehensive Emergency Management Plan revision.
- Continuity of Operations Plan revisions for each of the agencies listed under Section 5.8 of the contract;
- Leon County Department of Management Services Continuity of Operations Plan;
- Leon County Terrorism Annex revision.

Provide progress report detailing completion of Phase 4 and invoice in the amount of **\$36,495.78** estimated to be completed on **September 30, 2005**.

Provide final close out report and invoice for payment in the amount of **\$12,165.26** by **November 20, 2005** contingent upon acceptance of work product as defined in the agreement.

Payment shall be made in accordance with the payment provisions as outlined in this Agreement. Fixed Price for additional work will be negotiated between the parties.